



Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the Fifteenth day of March in the year 2016 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Woodbury County Board of Supervisors Siouxland District Board of Health Woodbury County Courthouse Sioux City, Iwoa

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:

(Name, legal status, address and other information)

Sioux Contractors, Inc. 412 Pavonia Street Sioux City, Iowa 51101

for the following Project: (Name, location and detailed description)

Alterations to Building for Siouxland District Health 1014 Nebraska – Sioux City, Iowa

The Architect:

(Name, legal status, address and other information)

RML Architects, LLC 922 Douglas Street Sioux City, Iowa 51101

The Owner and Contractor agree as follows.

User Notes:

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Contract Time shall be measured from the date of commencement.

User Notes:

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: June 24, 2016

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.) A penalty of \$250.00 per calendar day shall be forfeited to the owner as liquidated damages for every calendar day past June 30, 2016 that the certificate of substantial completion and certificate of Occupancy are not issued.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following: (Check the appropriate box.)

- [X] Stipulated Sum, in accordance with Section 3.2 below
- [] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

- § 3.2 The Stipulated Sum shall be <u>Four Hundred Seventy Seven Thousand Nine Hundred Dollars</u> (\$ <u>477,900.00</u>), subject to additions and deductions as provided in the Contract Documents.
- § 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: <u>Alternate G-1 Eliminate windows in Waiting 101 Not Accepted.</u>

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

SEE ATTACHED SCHEDULE A

Item

User Notes:

Units and Limitations

Price Per Unit (\$0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Init.

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